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T.R.A. DOCKET ROOM

Guy M Hicks
General Counsel

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August 1, 2005

VIA HAND DELIVERY

Hon Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Time Warner Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05 00210

Dear Chairman Jones

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Time Warner and BellSouth Telecommunications, Inc are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated February 22, 2003. The Amendment relates to the FCC Order on Remand, deletes Attachment 2 in its entirety and adds SS7 rates to Attachment 3.

Thank you for your attention to this matter

Sincerely yours,



Guy M Hicks

cc: Tim Davis, Time Warner Telecom
Carolyn Marek, Time Warner Telecom

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Time Warner Telecom Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TIME WARNER TELECOM
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Time Warner Telecom ("Time Warner") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated February 22, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Time Warner and BellSouth state the following:

1. Time Warner and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Time Warner. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on May 12, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which relates to the FCC Order on Remand, deletes Attachment 2 in its entirety and adds SS7 rates to Attachment 3 of the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Time Warner and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Time Warner within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Time Warner and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act and FCC Order 04-164, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Time Warner and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties

This 1st day of August, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

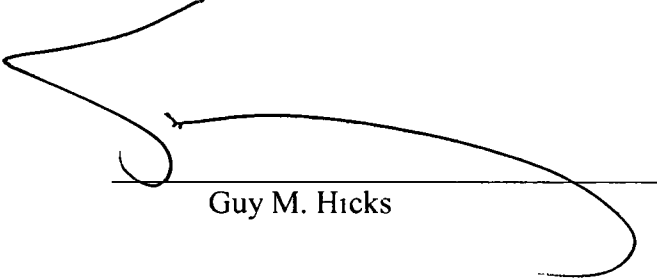
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 15 day of August, 2005:

Tina Davis
Vice President and Deputy
General Counsel
Time Warner Telecom
10475 Park Meadow Drive
Littleton, CO 80124

Carolyn Marek,
Vice President Regulatory, Southeast
Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069



Guy M. Hicks

**Amendment to the Agreement
Between
Time Warner Telecom of the Mid-South LLC
and
BellSouth Telecommunications, Inc.
Dated February 22, 2003**

Pursuant to this Amendment, (the "Amendment"), Time Warner Telecom of the Mid-South LLC ("TWTC"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated February 22, 2003 ("Agreement") to be effective March 11, 2005.

WHEREAS, BellSouth and TWTC entered into the Agreement on February 22, 2003, and,

WHEREAS, BellSouth and TWTC desire to amend the Agreement to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand (Triennial Review Remand Order), WC Docket No 04-313, released February 4, 2005 and effective March 11, 2005,

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the parties,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows

- 1 The Parties agree to delete Attachment 2, Network Elements and Other Services, Terms, Conditions and Rates in their entirety
- 2 The Parties agree to add Sections 10, 11 and 12 to Attachment 3 as follows

10 BASIC 911 AND E911 INTERCONNECTION

10 1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

10 2 Basic 911 Service Provisioning. BellSouth will provide to TWTC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. WTC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory

number as stated on the list provided by BellSouth. TWTC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, TWTC will be required to begin using E911 procedures.

- 10.3 E911 Service Provisioning. TWTC shall install a minimum of two dedicated trunks originating from the TWTC serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. TWTC will be required to provide BellSouth updates to the E911 database when changes occur. TWTC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, TWTC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. TWTC shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 10.4 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on TWTC beyond applicable charges for BellSouth trunking arrangements.
- 10.5 Basic 911 and E911 functions provided to TWTC shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 10.6 The detailed practices and procedures for 911/E911 services are contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement.

- 11 SS7 Network Interconnection**
 - 11.1 SS7 Network Interconnection is the interconnection of TWTC local signaling transfer point switches or TWTC local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, TWTC local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
 - 11.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and TWTC or other third party switching systems with A-link access to the BellSouth SS7 network.
 - 11.3 If traffic is routed based on dialed or translated digits between a TWTC local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the TWTC local signaling transfer point switches and BellSouth or other third-party local switch.
 - 11.4 SS7 Network Interconnection shall provide
 - 11.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2,
 - 11.4.2 Signaling Link functions, as specified in ANSI T1.111.3, and
 - 11.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
 - 11.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the

destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a TWTC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of TWTC local STPs, and shall not include SCCP Subsystem Management of the destination.

- 11.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part, as specified in ANSI T1.113.
- 11.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 11.8 If Internet work MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 11.9 Interface Requirements
 - 11.9.1 The following SS7 Network Interconnection interface options are available to connect TWTC or TWTC-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
 - 11.9.2 A-link interface from TWTC local or tandem switching systems; and
 - 11.9.3 B-link interface from TWTC STPs
 - 11.9.4 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
 - 11.9.5 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP,

so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP

11.9.6 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

11.9.7 BellSouth shall set message screening parameters to accept messages from TWTC local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the TWTC switching system has a valid signaling relationship.

12 Automatic Location Identification/Data Management System (ALI/DMS)

12.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

12.2 Technical Requirements

12.2.1 BellSouth shall provide TWTC a data link to the ALI/DMS database or permit TWTC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to TWTC after TWTC inputs end user information into the ALI/DMS database. Alternately, TWTC may request that BellSouth enter TWTC's end user information into the database, and validate end user information.

12.2.2 BellSouth is responsible for administering the ALI/DMS database in its entirety. BellSouth shall update and /or change TWTC end user information as provided by TWTC.

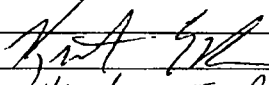
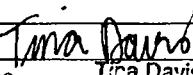
12.3 Interface Requirements

12.3.1 Bell South will ensure that the interface between the E911 Switch or Tandem and the ALI/DMS database is updated in

a timely manner for TWTC end users shall meet industry standards

- 3 The Parties agree to add the rates for SS7 Interconnection to Exhibit A of Attachment 3, attached hereto as Exhibit 1 and by reference incorporated into this Amendment
- 4 The Parties agree to add Section 3.8 to Attachment 6 as follows
 - 3.8 If TWTC modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by TWTC in accordance with FCC No. 1 Tariff, Section 5
- 5 All of the other provisions of the Agreement dated February 22, 2003 shall remain unchanged and in full force and effect.
- 6 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.	Time Warner Telecom of the Mid-South LLC
	By Time Warner Telecom Holdings Inc., its sole member
By: 	By: 
Name: <u>Kristen E. Rave</u>	Name: <u>Tina Davis</u>
Title: <u>Director</u>	Title: <u>Vice President and Deputy General Counsel</u>
Date: <u>6/24/05</u>	Date: <u>JUN 24, 2005</u>

LOCAL INTERCONNECTION - Mississippi																			
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 3 Exh A							
						Rec	Nonrecurring		Disconnect			SOMEc	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-1st	
							First	Add'l	First										Add'l

LOCAL INTERCONNECTION - Tennessee														
CATEGORY	RATE ELEMENTS	Interl m	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 3 Exh A			
						Nonrecurring		Nonrecurring Disconnect First			Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Add'l							
SIGNALING (CCS7)														
	CCS7 Signaling Termination, Per STP Port						138 41bk							
	CCS7 Signaling Usage, Per TCAP Message				PT8SX		0 0000916bk							
	CCS7 Signaling Connection, Per link (A link)				UDB		17 84bk	130 84bk						
	CCS7 Signaling Connection, Per link (B link) (also known as D link)				UDB									
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 6 DS1 level path with bit stream signaling				UDB		17 84bk	130 84bk						
	CCS7 Signaling Connection-A link, per month				UDB		17 84bk	130 84bk						
	CCS7 Signaling Connection-B link(also known as D link) per month				UDB		17 84bk	130 84bk						
	CCS7 Signaling Connection, Switched access service, interface groups, transmission paths 9 DS3 level path with bit stream signaling				UDB		17 84bk	130 84bk						
	CCS7 Signaling Usage, Per ISUP Message				UDB		17 84bk	130 84bk						
	CCS7 Signaling Usage Surrogate, per link per LATAs				STU56		0 0000373bk							
	Signaling Point Code, per Originating Point Code Establishment or Change, per STP				UDB		121 77	121 77						